

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFERRECEIVED
MAY 14 2018
Department of Water Resources
Eastern Region

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) LCSC ENTERPRISES LLC**Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.****Yes N/A** * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☒ ☐ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☒ ☐ #10 Other. Please describe: Partially resolve NOV 2018-1271

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) LCSC ENTERPRISES LLC Phone (972) 989-7330
Mailing address 433 LAS COLINAS BLVD E STE 1290 IRVING, TX 75039-5058 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Jason C. Helms, P.E. Phone (208) 308-2109
Mailing address 6755 N. Albert Lane Idaho Falls, ID 83401 Email jasoncivil@alumni.nd.edu

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant or Authorized Representative

Blair Lee Dance, Manager 5.9.19
Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use

☐ Add diversion point(s)
☐ Change period of use

☒ Change place of use
☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.
Dry-up the land currently served by ground water right 35-2824. This transfer moves a primary ground water portion unassociated with surface water delivery. This transfer portion will be used in combination with and diverted from the wells associated with existing water right 35-7740.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

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JUN 04 2013
Department of Water Resources
Eastern Region

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	35-2824	0.16 / 32.7	irrigation	04/01 to 11/01	ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.16 cfs and/or 32.7 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.16 cubic feet per second and/or 32.7 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
n		NE	NW	NE	24	09S	28E	Power	ground water	WMIS#600757
n		SW	SE	SW	18	09S	29E	Power	ground water	WMIS#600761

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	28E	13															3.4	5.6	9.0
Total Acres (for irrigation use)																			9.0

AMENDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCE

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	35-2824	0.16 / 32.7	irrigation	04/01 to 11/01	ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.16 cfs and/or 32.7 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.16 cubic feet per second and/or 32.7 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
n		NE	SW	SW	14	09S	28E	Power	ground water	WMIS#600757
n		SW	SE	SW	18	09S	29E			WMIS#600761

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	28E	13															3.4	5.6	9.0
Total Acres (for irrigation use)																			9.0

SUPERCEDED

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Existing well, main line and center pivot systems. Measuring devices and lockable controls will be maintained as required.

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Land currently served by 35-2824 will be dried up.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

This portion of 35-2824 was not used in connection with ASCC shares. Existing ground water right 35-7740 authorizing irrigation of 336.0 acres also diverted from these points of diversion.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☒ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

Water Supply Bank Application appears to have been made, it is unclear if it was approved due to unrelated transfer protests.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 35-2824

Current Owner: BRANDI HUNTER
KIP M HUNTER
Priority Date: 8/28/1961
Origin: Water Right
Status: Water Supply Bank Active
Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 11/01	2.14 CFS	440 AF
	<u>Total Diversion</u>	2.14 CFS	440 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NW1/4SE1/4 Sec. 29, Twp 03S, Rge 33E B.M.
BINGHAM County

Place of Use

IRRIGATION Within BINGHAM County

T03S R33E S28	NWSW	35.00	T03S R33E S28	SWSW	35.00
T03S R33E S29	NESE	33.00	T03S R33E S29	NWSE	18.00
Total Acres: 121					

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. E02 USE OF THIS RIGHT IS COMBINED WITH WATER FROM ABERDEEN SPRINGFIELD CANAL CO.

Decreed Date: 4/2/2012

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☒ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

See backfile & stipulation resolving protest on withdrawn transfer # 81292, 81293. This transfer is 4 of 4 (88.9, 11.8 ac., 11.3 ac. & 9.0 ac). Transfer #1 moves 13.9 acres of primary ground water with the supplemental 75 acre portion within ASCC place of use. Transfers 2 - 4 move only primary ground water right acreage.

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by SC Date 5/14/19 Preliminary check by _____ Date _____

Fee paid 200- Date 5/14/19 Received by SC Receipt # 8044974

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

ENHANCED GROUND-WATER RIGHTS TOOL

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

Cells this color are
set up for user entries

1

2

3

4

ENTER STARTING DATE FOR
SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:
35-2824 (9.0ac)

YEAR: 1961
SEASON: SPRING

TRANSFER NAME:
Cell 96,83

[acre-ft]

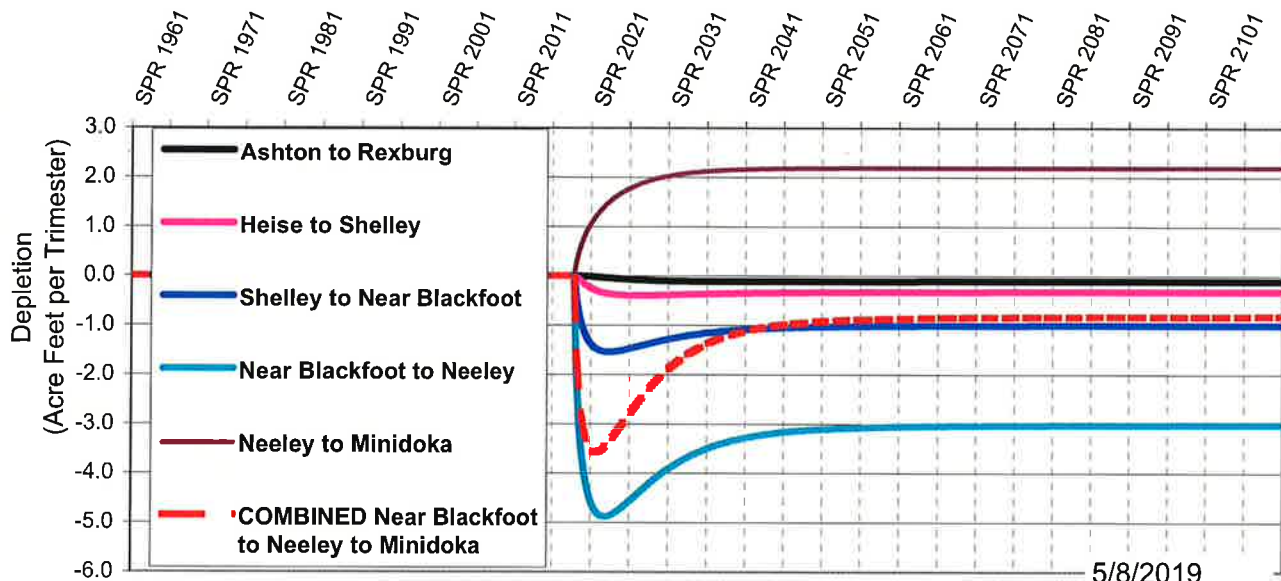
ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	96	80		
COLUMN	83	122		

35-2824 (prim.) 8/28/1961 32.7
35-2824 (supp.) 8/28/1961 0.0

35-7740		35-2824		Total Transfer: 32.73			
TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1961	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SUM 1961	0.0	10.9	10.9	0.0	0.0	0.0	0.0
WIN 1961	0.0	10.9	10.9	0.0	0.0	0.0	0.0
SPR 1962	0.0	10.9	10.9	0.0	0.0	0.0	0.0
SUM 1962	0.0	10.9	10.9	0.0	0.0	0.0	0.0
WIN 1962	0.0	10.9	10.9	0.0	0.0	0.0	0.0
SPR 1963	0.0	10.9	10.9	0.0	0.0	0.0	0.0
SUM 1963	0.0	10.9	10.9	0.0	0.0	0.0	0.0
WIN 1963	0.0	10.9	10.9	0.0	0.0	0.0	0.0
SPR 1964	0.0	10.9	10.9	0.0	0.0	0.0	0.0
SPR 2018	0.0	10.9	10.9	0.0	0.0	0.0	0.0
SUM 2018	0.0	10.9	10.9	0.0	0.0	0.0	0.0
WIN 2018	0.0	10.9	10.9	0.0	0.0	0.0	0.0
SPR 2019	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SUM 2019	10.9	0.0	10.9	0.0	0.0	0.0	0.0
WIN 2019	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SPR 2020	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SUM 2020	10.9	0.0	10.9	0.0	0.0	0.0	0.0
WIN 2020	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SPR 2021	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SUM 2021	10.9	0.0	10.9	0.0	0.0	0.0	0.0
WIN 2021	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SPR 2022	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SPR 2109	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SUM 2109	10.9	0.0	10.9	0.0	0.0	0.0	0.0
WIN 2109	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SPR 2110	10.9	0.0	10.9	0.0	0.0	0.0	0.0
SUM 2110	10.9	0.0	10.9	0.0	0.0	0.0	0.0
WIN 2110	10.9	0.0	10.9	0.0	0.0	0.0	0.0

Net Transfer Effect Above Milner
(Total Effect With Transfer - Total Effect Without Transfer)



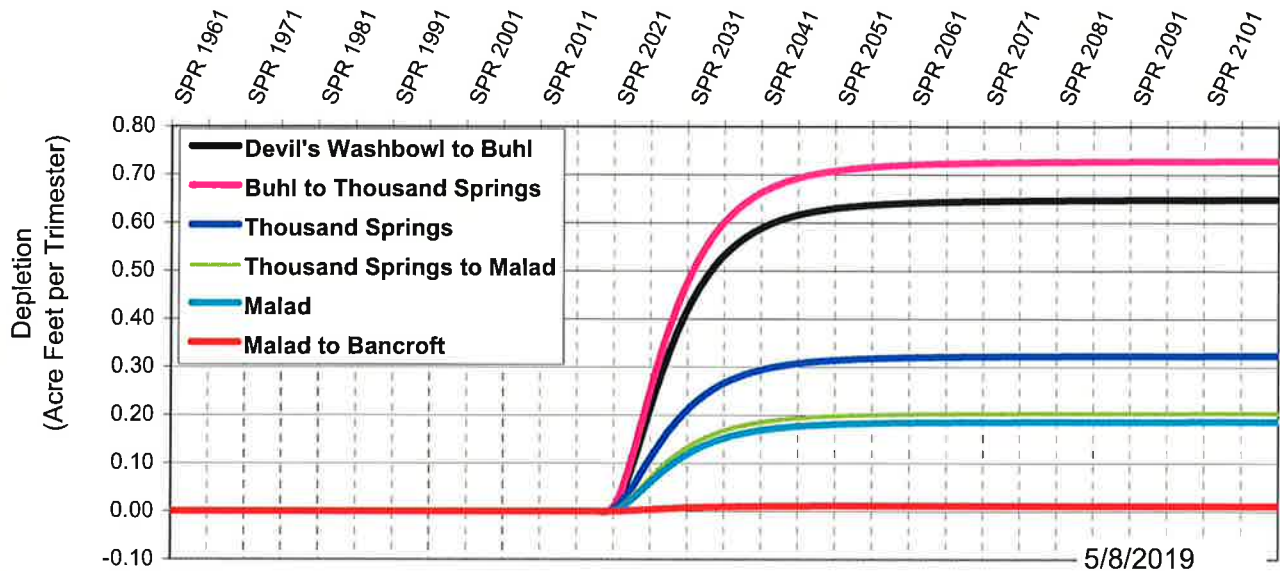
5/8/2019

Version 3.2

Customer Name: **Cell 96,83**

Transfer No: **35-2824 (9.0ac)**

Net Transfer Effect Below Milner
(Total Effect With Transfer - Total Effect Without Transfer)



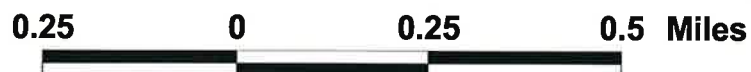
Customer Name: Cell 96,83

Transfer No: 35-2824 (9.0ac)



JCH - 5/7/2019

NAIP 2017 Aerial Photo



Existing Wells 35-7740

Total Irrigation 9.0 Acres

- Township & Range
- Sections
- Power County 40's
- ESPA Model Grid



Attachment #7a

83340

RECEIVED
MAY 14 2013
Department of Water Resources
Eastern Region

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT (this "Agreement") is made and entered to be effective as of the 1st day of March, 2019 (the "Effective Date"), by and between **Kip M. Hunter and Brandi Hunter**, husband and wife, whose address is 467 S. 1600 W., Pingree, Idaho 83262 (hereinafter "Seller"), and **LCSC Enterprises LLC**, a Texas limited liability company, whose address is 433 Las Colinas Blvd. Suite 1290, Irving, Texas, 75039-5058 (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

RECITALS:

A. Seller is the owner of Water Right No. 35-2824 (the "Water Right"), which was decreed on April 2, 2012 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of the State of Idaho. The Water Right is more fully described in the report obtained from the Idaho Department of Water Resources ("Department" or "IDWR") attached hereto as **Exhibit 1**.

B. Previously, in conjunction with a previous agreement to sell the Water Right to Lance and Lisa Funk, Seller was able to agree with certain protestants to conditions associated with a protested water right transfer application that the Water Right could be split into (1) a 46-acre portion as a primary ground water right, and (2) a 75-acre portion to include the following condition: "Use of this right is combined with water from Aberdeen Springfield Canal Co."

C. In conjunction with execution of this Agreement, Seller and Lance and Lisa Funk have agreed to terminate their prior purchase and sale agreement. Accordingly, IDWR has not processed the signed stipulations between Seller and the protestants to the transfer application referenced in the immediately preceding recital. Nevertheless, the Parties anticipate that the protestants to the transfer will maintain its agreement to the 75-acre/46-acre split of the Water Right.

D. Based on the foregoing, Seller desires to sell, and Buyer desires to buy, the entirety of the Water Right—upon approval of (1) the approval of the 75-acre portion of the Water Right; and (2) the approval of the 46-acre portion of the Water Right—pursuant to the terms and provisions of this Agreement.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

1. Water Right Purchase. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the Water Right, which has the following elements:

WATER RIGHT NO. 35-2824

Diversion Rate: 2.14 cfs
Diversion Volume: 440 acre-feet per year
Irrigated Acres: 121 acres

2. Purchase Price and Down Payment.

(a) Purchase Price. The purchase price for the Water Right is [REDACTED] (the "Purchase Price").

(b) Down Payment. The Down Payment for purchase of the Water Right shall be [REDACTED] (the "Down Payment"), which is the total portion of the Purchase Price associated with the 75-acre portion of the Water Right. The Down Payment shall be paid contemporaneous with the execution of this Agreement to be held in a trust account associated with Buyer's attorney, William Parsons (of Parsons, Smith, Stone, Loveland & Shirley, LLP). The Down Payment shall be credited toward the Purchase Price if the 75-acre Transfer (defined below) is approved as described in paragraph 4 below and the Parties proceed to Closing.

(c) Remaining Portion of Purchase Price. The remaining portion of the Purchase [REDACTED], which is the total portion of the Purchase price associated with the 46-acre portion of the Water Right—shall be delivered to a trust account associated with Buyer's attorney, William Parsons (of Parsons, Smith, Stone, Loveland & Shirley, LLP) within fourteen (14) days of submission of the 46-acre Transfer (defined below) and shall be paid to Buyer upon satisfactory approval of the 46-acre Transfer (defined below) as described in paragraph 4(b) below.

3. Property Retained. Seller reserves and retains unto Seller all remaining water rights, including but not limited to stock in the Aberdeen-Springfield Canal Company, appurtenant to the property upon which the Water Right is currently appurtenant. No land, easements, or other property interests, other than the Water Right, are included in this Agreement.

4. Transfer Applications.

(a) Transfer Filings. Buyer intends to file with IDWR, or amend a current filing with IDWR, one or more *Applications for Transfer of Water Right* for the 75-acre portion of the Water Right (the “75-acre Transfer”) and a 46-acre portion of the Water Right (the “46-acre Transfer”) to amend and move the Water Right to Buyer’s desired locations. The Parties will cooperate in obtaining IDWR approval of the Transfer and will provide and execute any necessary documents requested by IDWR. Buyer will be responsible for the costs to file the any of the transfer applications, including all attorney fees, consultant fees, and filing fees associated with preparation of the Transfer. Buyer shall file the 75-acre Transfer on or before April 30, 2019.

(b) IDWR Final Order on Transfers. If the final order for the 75-acre Transfer (described in the recitals) indicates that the Transfer is (i) denied, (ii) approved by IDWR for less than 75 acres, or (iii) approved by IDWR with conditions that materially devalue the 75-acre portion of the Water Right for Buyer’s intended use thereof, Buyer shall have the right to terminate this Agreement by providing written notice to the Buyer within fourteen (14) days of the date of the IDWR denial, or unacceptable approval of, the 75-acre portion. In the event this Agreement is terminated, Buyer shall at its sole expense take such action as may be required to void or reverse the Transfer in order to return the Water Right to the condition it existed as on the Effective Date, and Seller shall return the Down Payment to Buyer. If the approval for the 75-acre Transfer is satisfactory to Buyer, Buyer shall release the Down Payment to Seller no sooner than fourteen (14) days after the 75-acre Transfer approval, but no later than twenty-one (21) days after issuance of the 75-acre Transfer approval. The same procedure described in this paragraph 4(b) shall be followed with respect to the 46-acre Transfer.

5. Closing.

(a) Closing Location. The Closing shall occur at the offices of Parsons, Smith, Stone, Loveland & Shirley, LLP, or at another location mutually agreed by the Parties.

(b) Documents to be Delivered at Closing. At Closing, Buyer and Seller shall execute (with acknowledgements, as needed) and/or deliver all instruments, documents and the Purchase Price (less the Down Payment) for the Water Right or applicable portion of the Water Right. The documents Seller shall deliver to Buyer at closing include: (i) a Special Warranty Deed (the “Deed”) for each water right transfer for 35-2824 substantially in the form attached to this Agreement as **Exhibit 2**; and (ii) any lien release or other documents reasonably requested to confirm the conveyance of the Water Right free and clear of encumbrances.

(c) Fees and Costs of Closing. The cost of recording the Deed shall be paid by Buyer. All other expenses not specifically referenced in this Agreement with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

6. Default. In addition to either Party’s failure to perform any material term or condition of this Agreement or a Party’s breach of any of such Party’s representations or warranties (in which event the non-defaulting party may pursue any available remedy, including equitable relief), each Party shall be deemed in default hereof if such Party files a petition in bankruptcy or is adjudicated bankrupt or insolvent, makes an assignment for the benefit of its

creditors, or consents to the appointment of a receiver of itself or of its property, or institutes proceedings for its reorganization.

7. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the effective date of this Agreement and again as of the Closing as follows:

(a) Authority. Seller has the full legal right, power and authority to enter into and perform this Agreement and will convey good marketable title of the Water Right in fee simple, and Seller (at its expense) shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Right on or before closing.

(b) Conveyance. Provided that the conditions in Paragraph 4 are satisfied, Seller shall then convey the Water Right free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the water right record contained in **Exhibit 1** and in the transfers approved by the Department.

(c) Appurtenance. The Water Right are appurtenant to and have been beneficially used as the water source to irrigate its place of use and/or been properly preserved for future use (i.e., placed in the Idaho water supply bank) consistent with Idaho law.

(d) Not Forfeited. The Water Right has not been forfeited or abandoned in whole or in part.

(e) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

8. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the effective date of this Agreement and again as of the Closing for the Water Right, as follows:

(a) Authority. Buyer has the legal power, right, and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

(b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records, and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Water Right, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Water Right for Buyer's intended purposes.

9. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the Closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties, and covenants contained in this Agreement being true, valid, and satisfied on and as of the Closing. All such representations and warranties shall survive the Closing.

10. Miscellaneous.

(a) Attorneys' Fees. Each party shall pay their own attorneys' fees associated with preparation and review of this Agreement. Additionally, if either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

Seller

Kip M. Hunter
Brandi Hunter
467 S. 1600 W.
Pingree, ID 83262

Buyer

LCSC Enterprises LLC
433 Las Colinas Blvd. Suite 1290
Irving, TX 75039-5058

Seller's Representative

Robert L. Harris
Holden, Kidwell, Hahn & Crapo,
PLLC
PO Box 50130
Idaho Falls, ID 83405

Buyer's Representative

William A. Parsons
Parsons, Smith, Stone, Loveland &
Shirley, LLP
PO Box 910
Burley, ID 83318

(c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Water Right. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(d) Broker. It is understood and agreed by and between the Parties that the transaction herein contemplated does not involve a broker for either Seller or Buyer. To the extent any broker commissions are owed as a result of this transaction by Buyer, Buyer agrees to be solely liable therefore, and Buyer agrees to indemnify Seller from any such commissions. To the extent any broker commissions are owed as a result of this transaction by Seller, Seller agrees to be solely liable therefore, and Seller agrees to indemnify Buyer from any such commissions.

(e) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

(f) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

(g) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

(h) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

(i) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(j) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(k) Essence of Time. Time is of the essence in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"


Kip M. Hunter


Brandi Hunter

"BUYER"

LCSC Enterprises LLC

By: Blair Dance

Its: _____

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 7

83340

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"SELLER"

Kip M. Hunter

Brandi Hunter

"BUYER"

LCSC Enterprises LLC

By: Blair Dance
Its: Manager

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT - 7

83340

Exhibit 1
(the "Water Right")

5/10/2018

Water Right Report

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

5/10/2018

WATER RIGHT NO. 35-2824

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRANDI HUNTER
Current Owner	KIP M HUNTER
	467 S 1600 W
	PINGREE, ID 83262
	2086803449
Original Owner	CHARLIE DROGHEI
	PINGREE, ID
Original Owner	JENNIE DROGHEI
	467 S 1600 W
	PINGREE, ID 83262
	2086844169
Security Interest	BANK OF IDAHO
	399 N CAPITOL AVE
	IDAHO FALLS, ID 83402
	2085283013

Priority Date: 08/28/1961
Basis: Decreed
Status: Active
Water Supply Bank Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	2.14 CFS	440 AFA
Total Diversion			2.14 CFS	

Location of Point(s) of Diversion:

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=2824&SplitSuffix=%20%20&TypeWaterRight=True>

5/10/2018

Water Right Report

GROUND WATER|NENWSE|Sec. 29|Township 03S|Range 33E|BINGHAM County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
03S	33E	28		NWSW	35		SWSW	35						
		29		NESE	33		NWSE	18						

Total Acres: 121

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. E02 USE OF THIS RIGHT IS COMBINED WITH WATER FROM ABERDEEN SPRINGFIELD CANAL CO.

Dates:

Licensed Date:

Decreed Date: 04/02/2012

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=2824&SplitSuffix=%20%20&TypeWaterRight=True>

5/10/2018

Water Right Report

Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Water Supply Bank:

Lessor Name(s): BRANDI HUNTER
KIP M HUNTER

Lease Status: Active
Lease Amount: 2.14cfs
Rental Availability: 2.14cfs
Date Received: 2/14/2017
Lease Begin Date: 1/1/2017
Expiration Date: 12/31/2017

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&SequenceNumber=2824&SplitSuffix=%20%20&TypeWaterRight=True>

Exhibit 3
(Form of the Deed)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHT

Kip M. Hunter and Brandi Hunter, husband and wife, whose address is 467 S. 1600 W., Pingree, Idaho 83262 (collectively "Grantor") does hereby grant, bargain, sell, assign, and convey unto **LCSC Enterprises LLC**, a Texas limited liability company, whose address is 433 Las Colinas Blvd. Suite 1290, Irving, Texas, 75039-5058 ("Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in Water Right No. 35-2824 as described in Exhibit A hereto (the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 20____.

“GRANTOR”

Kip M. Hunter

Brandi Hunter

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2019, by **KIP M. HUNTER**.

Notary Public for Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

This record was acknowledged before me on the _____ day of _____,
2019, by **BRANDI HUNTER**.

Notary Public for Idaho
My Commission Expires: _____

EXHIBIT A
WATER RIGHT DESCRIPTIONS TO BE COMPLETED UPON TRANSFER APPROVAL(S)

May 14, 2019

Idaho Department of Water Resources
Eastern Regional Office
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

JCH Engineering & Consulting, PLLC

6755 N. Albert Lane
Idaho Falls, ID 83401
(208) 308-2109
jasoncivil@alumni.nd.edu

RECEIVED

MAY 14 2019

Department of Water Resources
Eastern Region

Re: (4) Applications for Transfer 35-2824 in the name of LCSC Enterprises, LLC

Dear Reviewing Agent:

Please find attached four applications for transfer of water right prepared on behalf of LCSC Enterprises, LLC. These transfers seek to change the place of use for portions of existing water right 35-2824. IDWR approvals of the changes should also serve to satisfy a portion of NOV E2018-1271.

Withdrawn transfer # 81292 determined 75 acres of 35-2824 were supplemental to Aberdeen-Springfield Canal shares and this portion of the right will remain within the authorized place of use and be combined with shares owned by LCSC. The majority of the remainder will be moved separately to the Lake Walcott area wells associated with existing water rights 35-7616A, 35-7491 and 35-7740 to authorize additional irrigation acreage related to NOV E2018-1271. These transfers require that the ESPA reaches of Near Blackfoot to Neeley and Neeley to Minidoka be combined for determination of ESPA reach impacts. Due to the net Snake River flow increasing the capturable and deliverable flow in the American Falls Reservoir, no negative impacts to existing water rights are anticipated and it appears the department has approved similar transfers in the past. These transfers can be considered independently and should be approvable individually.

If you need anything or I can assist in any way to expedite processing please don't hesitate to contact me at your earliest convenience.

Sincerely,



Jason C. Helms, P.E.

Attachments: (4) Applications for Water Right Transfer (35-2824) w/attachments
LCSC Check #3451 (\$580), #3452 (\$500), #3453 (\$200), #3454 (\$200)

cc: Blair Dance (LCSC Enterprises, LLC)

83340